



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT COVER SHEET

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Derrick Gay LLC

Doing Business As, if applicable:

Business Address: 2300N Lincoln Park West Apt 522

Business Phone:

Business email: DrGay@derrickgay.com

Funding Source & Acct # including location code: Title II ANP 2511 5678 900

56905 NP11 Principal or Supervisor: Elizabeth Mello

Agreement Effective Dates: From 04/18/22 To 04/18/22.

Hourly rate or per session rate or per day rate.

Total amount: 6,000.00

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

A 2 hour professional development session for 110 faculty and staff on April 18, 2022 regarding diversity, equity and inclusion delivered by DEI consultant Dr. Derrick Gay - increasing personal awareness and learning strategies to foster a more inclusive learning environment for all constituents.

Submitted by: Elizabeth Mello

Phone: 203 747 1321



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Elizabeth Mello, Assistant Head of the Foote School  
**Date:** January 26, 2022  
**Re:** Contract for Professional development with Dr. Derrick Gay

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Please ***answer all questions and attach any required documentation as indicated below***. Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Dr. Derrick Gay, LLC
2. **Description of Service:** April 18, 2022 2 hours professional development session for 110 faculty and staff.
3. **Amount of Agreement and hourly or session cost:** **\$6,000.00 per 2 hour session**
4. **Funding Source and account number:** 2511 - 900 - 5678 - 56905 - NP11
5. **Approximate number of staff served through this program or service:** **110 faculty and staff**
6. **Approximate number of students served through this program or service:** **450 students**
7. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? **New agreement**
  - b. What would an alternative contractor cost: **NA**
  - c. If this is a continuation, when was the last time alternative quotes were requested? **NA**
  - d. For new or continuation: is this a service existing staff could provide. If no, why not?  
**No, Dr. Derrick Gay as a world renowned educational consultant who is uniquely qualified to present on diversity, equity and inclusion practices in schools. He has expertise and experience from over 20 years working with both public and private schools, universities and other institutions.**
8. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development? **Yes**

- i. If this is a professional development program, can the service be provided by existing staff? If no, why not? **No, Dr. Derrick Gay is a world renowned educational consultant who is uniquely qualified to present on diversity, equity and inclusion practices in schools. He has unique expertise and experience from over 20 years working with both public and private schools, universities and other institutions.**
- b. After School or Extended Hours Program? **No**
- c. School Readiness or Head Start Programs? **No**
- d. Other: (Please describe)

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? **Yes**
- b. Is the Contractor Local? **No**
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? **No**
- d. Is the Contractor a public corporation? **No**
- e. Is this a renewal/continuation Agreement or a new service? **New service**
- f. If it is a renewal/continuation has cost increased? If yes, by how much? **NA**
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: **Dr. Gay will be training faculty and staff to be aware of their own biases and how that plays a role in their work in the classroom in addition to other best practices related to creating an inclusive environment and developing curriculum. Faculty will discuss the information in grade level teams and departments and review and revise their curriculum and methodology. Grade level teams and department chairs will support faculty as they implement the learning.**

**10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:**

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: **<http://www.derrickgay.com>**
- b. How was the Contractor selected? Quotes, RFP/RFQ, Scaled Bid or Sole Source designation from the City of New Haven Purchasing Department? **He trained our Board of Directors and Leadership Team this winter and we believed continuity of service made sense to ensure the school is all on the same page.**
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? **He was selected because of his expertise and reputation and the work he has done previously with our Board of Directors.**
- d. Who were the members of the selection committee that scored bid applications? **Head of School, Assistant Head of School and the Professional Development Committee**
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. **NA**

## 11. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?

**One of the school's strategic goals is to ensure an inclusive curriculum and learning experience for the students. This entails a need to train the faculty on how to identify and deal with bias as well as other strategies that ensure students (regardless of identity and background) feel seen, safe and supported. This training will accomplish that.**

**The professional development committee will gather feedback from the faculty and staff regarding the training and their plans to implement the learning in their practice. Time will be set aside for faculty and staff to use the training in planning their lessons and programming. Students will be surveyed for feedback about the programming and their individual experiences.**

- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.

- c. How is this service aligned to the District Continuous Improvement Plan?

**One of the school's strategic goals is to ensure an inclusive curriculum and learning experience for the students. In order to meet that goal, faculty and staff must participate in annual professional development related to diversity, equity and inclusion. This PD is directly aligned with the school's strategic/improvement plan.**

## 12. Why do you believe this Agreement is fiscally sound?

**Dr. Gay is a world reknown expert in his field and he brings a deep understanding of the work that faculty and staff need to accomplish in order to ensure a safe welcoming environment for ALL students. His time and expertise is worth the expense, and having the faculty and staff engaged in training with the same consultant who worked with the Board and Leadership Team is critically important.**

## 13. What are the implications of not approving this Agreement?

**The professional development committee and school will fall short in meeting its goals to ensure annual professional development that focuses on diversity and inclusion. The professional development committee will need to plan another event for the spring PD day and given the late notice will likely not be able to engage another consultant and certainly not one of such high quality.**



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**TITLE IIA NON PUBLIC  
PURCHASE ORDER JUSTIFICATION**

**Title IIA funds must be utilized for Teacher Training/Professional Development. Please answer the following questions:**

**1. Description of product or professional development program:**

This 2 hour professional development session led by DEI consultant Dr. Derrick Gay for all 110 faculty and staff on April 18, 2022 will focus on strategies to increase personal awareness of how one's identity informs the students' experience and it will provide strategies to foster a more inclusive school community. This session is a follow up to the session led by Dr. Gay for the Board and Leadership Team and is one strategy to meet our school wide strategic vision.

**2. How does this product or service comply with the school plan you required to meet requirements for Title IIA?**

The Foote School's goals and overarching strategic plan for the 21-22 school year include ensuring that our program offers learning opportunities in an inclusive, safe community (one that honors and supports diversity, differentiation and the social emotional needs of children). Our professional development efforts will include the use and support of outside consultants, off campus workshops and capacity building through faculty meetings and curriculum review.

**3. What are the expected outcomes?**

The professional development committee will lead follow up sessions so that faculty and staff integrate the new learning into their practice. Faculty will use the professional development learning and resources to enhance their curriculum and the experiences in the classrooms with the children. Students will ultimately feel better supported and welcomed in this community especially those who are underrepresented, and as a consequence learning will improve.

**Principal Signature:**

**Date:**

1/28/22

**Grants Office Signature:**

**Date:**



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**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

*Dr, Derrick Gay, LLC*

FOR DEPARTMENT/PROGRAM:  
The Foote School

This Agreement entered into on the 18 day of April 2022, effective (*no sooner than the day after Board of Education Approval*), the 18 day of April, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Dr. Derrick Gay located at, 2300N Lincoln Park west Apt. 522, Chicago IL (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$6,000 per session, for a total of 2 hours or 1 session.

The maximum amount the contractor shall be paid under this agreement: (\$ 6,000 ). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by Title IIANP Program of the New Haven Board of Education, Account Number: 2511 - 5678 - 56905 Location Code: NP11.

This agreement shall remain in effect from 4/18/22 to 4/18/22.

**SCOPE OF SERVICE:** *In the space below, please provide a brief summary of service.*

A 2 hour professional development session for 110 faculty and staff on April 18, 2022 regarding diversity, equity and inclusion delivered by DEI consultant Dr. Derrick Gay - increasing personal awareness and learning strategies to foster a more inclusive learning environment for all constituents.

***Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.***

***Exhibit B: Student Data Privacy - attached***

***Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.***

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education ***prior to service start date***. Contactors **may begin service no sooner than the day after Board of Education approval.**

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

*Derrick Gay*  
Derrick Gay (Jan 27, 2022 09:28 MST)

Contractor Signature

President  
New Haven Board of Education

01/27/2022

Date

Date

Dr. Derrick Gay, Diversity & Inclusion Strategist  
Contractor Printed Name & Title

Revised: 9-27-21



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## EXHIBIT B

### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
  2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
  3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
  4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.
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5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18